

Chapter 13

Cynthia Cotton

2/23/2010

Honorable James Schneider:

Emergency request to sell my house

In November 2009 I was in your court I ask for permission to sell my home at 1128 Wilson Avenue, Gwynn Oak MD 21207.

And verbally you gave permission for me to sell my home. I also ask if I need something from the court. Your response was I didn't need a letter. When I returned to court January 2010 you had requested Indy Mac Bank attorney send my payoff letter and see that I receive it. On February 23, 2010 I received the payoff letter from Indy Mac. I was told by Mr. Christman that the judge can't give me verbal permission otherwise I will be in a lot of trouble. So on February 22, 2010 Mr. Christman state I must receive a written motion to sell home. This is very urgent.

Sincerely,
Cynthia Cotton

Cynthia Cotton
1128 Wilson Ave
Gwynn Oak Md. 21207

Case - 09-24946-55
Chapter - 13

Certification of Service

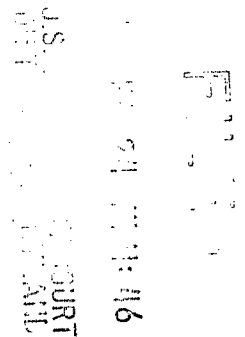
I hereby certify that a copy of Request to Sell my
House ^{Emergency}
(document being served) was mailed First class,
Postage paid, this 24 day of February 2010 to:

One West Bank, FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

Trustee -
Gerard R. Vetter
100 S Charles St
Baltimore, Md. 21201
Suite, 501

Attorney
Edward C. Christman, Jr.
810 Gleneagles Ct.
Suite 301
Towson, Md. 21286

Signature:
Cynthia Cotton
Cynthia Cotton



Law Offices

Christman & Fascetta, LLC

Including professional corporations

Edward C. Christman, Jr.
Christopher M. Fascetta

Howard M. Heneson, P.A.
Of Counsel

810 Gleneagles Court
Suite 301
Towson, Maryland 21286

Office 410-494-8388
Fax 410-494-8389
Toll Free 866-494-8388
Web Site:
www.bankruptcymd.com

February 22, 2010

Ms. Cynthia Cotton
1128 Wilson Avenue
Gwynn Oak, Maryland 21207

Dear Ms. Cotton:

Pursuant to our recent conversation you are under the impression that the judge gave you verbal permission to sell your house at your recent Confirmation Hearing. I can assure you that this is not the case. It does not matter what the Judge told you verbally. There is a legal process that must be followed in order to sell your house in a bankruptcy. I must file a Motion, which must then be Ordered by the Judge. These steps **MUST** be followed in order to sell your house. If these steps are not followed your sale will not go through. Anything the Judge told you verbally is not binding.

Additionally, as I told you several times, I would like to reiterate the fact that I am not trying to charge you any additional money for this process. My office will file the Motion on your behalf if you provide the necessary documents. I am not charging you one single penny for this service. I would like to see the sale of your house succeed, but if the Motion does not get filed soon the sale cannot be completed.

Very truly yours,

Edward C. Christman, Jr.

ECC:jlf

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Of Counsel

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Toll Free 866-494-8388
Web Site:
www.bankruptcymd.com

February 18, 2010

Bierman, Geesing & Ward, LLC
4520 East West Highway, Suite 200
Bethesda, MD 20814

RE: Cynthia Cotton 09-24946

Dear Chris:

My client would like to request a payoff for her mortgage. Please forward to my office as soon as possible.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

Edward C. Christman, Jr.

ECC:jlf

CC:

Ms. Cynthia Cotton
1128 Wilson Avenue
Gwynn Oak, Maryland 21207



OneWest Bank

One West Bank, FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

IndyMac Mortgage Services Payoff Statement

Cynthia Cotton

1128 Wilson Avenue
Gwynn Oak MD 21207

Cynthia Cotton

1128 Wilson Avenue
Gwynn Oak MD 21207

February 18, 2010

Loan No:
Investor:

800-781-7399 Tel
269-353-2460 International Callers
1010027694

www.onewestbank.com

Property Address:
1128 Wilson Ave
Gwynn Oak MD 21207

THIS STATEMENT REFLECTS IMPORTANT INFORMATION OF THE Payoff PROCESS FOR YOUR LOAN. PLEASE READ THOROUGHLY. *** INDYMAC WILL PAY ALL TAX AND INSURANCE PAYMENTS UNTIL RECEIPT OF Payoff FUNDS. ***

***** STATEMENT OF ACCOUNT *****

FOR INFORMATION PURPOSES ONLY. WE RESERVE THE RIGHT TO CORRECT ANY ERROR OR OMISSION IN THIS Payoff QUOTE. THIS Payoff QUOTE IS VOID AFTER 03-18-10.

YOU MUST CONFIRM THE Payoff AMOUNT PRIOR TO REMITTING FUNDS.

Payoff as of date:	03-18-10	
Next payment due:	11-01-08	
The current total unpaid Principal Balance is:		\$ 145,144.62
Interest at 10.87500% through 03-18-10		19,681.27
(Per day interest is \$ 27.34		
Recoverable Corporate Advance Balance **		4,171.82
Escrow/Impound Overdraft		6,723.16
Suspense Balance		-1,672.77
Unpaid Late Charges		273.15
Recording Fee		30.00
Fax/Quote		40.00
Demand Fees		.00
Heloc Incentive Fee		.00
Fc Fees & Costs		2,865.00
Wire Fee		10.00
*****	TOTAL DUE By 03-18-10	***** \$ 177,266.25

If Remitting by Check Deduct \$10.00

** Itemized Detail Available upon Request

Payoff funds received after 4:00 p.m. (ET) MUST include additional interest to the next business day.

Issuance of this quote does not suspend the contract requirement to make your monthly mortgage payments when due. A late charge of \$ 48.58 will be assessed 15 days after a next payment is due (shown above) and will be added to the Payoff total if received after that time.

If you are set up for automatic draft each month, your payment will draft, as usual, if it is due before the Payoff funds are received. Please notify us at least 15 days prior to your draft date if you will be sending in the Payoff funds within that period.

These figures are subject to final verification by the Note holder. Figures maybe adjusted if any check or money order previously received is rejected by the institution upon which it was drawn. To the extent applicable, additional legal fees or costs associated with servicing your loan may accrue daily.

If Payoff funds received are inadequate, IndyMac Mortgage Services will

*****	ADJUST FOR 03-18-10	*****
APRIL 18		10.00
FC FEE & COSTS		2,865.00
HELOC INCENTIVE FEE		.00
DEMAND FEE		.00
WIRE FEE		10.00
RECORDING FEE		30.00
FAX/QUOTE		40.00
UNPAID LATE CHARGES		273.15
SUSPENSE BALANCE		-1,672.77
ESCROW/IMPOUND OVERDRAFT		6,723.16
RECOVERABLE CORPORATE ADVANCE BALANCE **		4,171.82
INTEREST AT 10.87500% THROUGH 03-18-10		19,681.27
THE CURRENT TOTAL UNPAID PRINCIPAL BALANCE IS:		\$ 145,144.62
*****	TOTAL DUE BY 03-18-10	***** \$ 177,266.25



OneWest Bank

One West Bank, FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

contact the sender of the funds to collect the shortage. If we cannot contact or the remaining funds have not been collected within five (5) business days, the original funds will be returned to the sender. Any overage of funds (including escrow) will be returned to the mortgagee fifteen (15) business days after the Payoff date. To the extent permitted by state law, the Note Holder reserves the right to withhold the issuance of the satisfaction of mortgage until it receives all funds owed under the terms of your Note. We reserve the right to use available escrow funds to offset the amount of the returned item. 800-781 7399 Tel 269 353 2460 International Callers www.onewestbank.com

* As this is an Adjustable Rate Mortgage Loan, it is imperative that you call to verify final Payoff amount prior to remitting funds.

Please WIRE Payoff funds to:

JP Morgan Chase (Dallas, Texas)
ABA Routing No. 111000614
MRC Account No. 0639262971
Beneficiary: IndyMac Payoff Clearing

**Please reference the Customer Name, Loan Number and Property Address to avoid any delays in processing. **

Any funds not wired must be sent as certified funds (non-certified funds will be returned) and a copy of the Payoff statement to the following address:

IndyMac Mortgage Services
6900 Beatrice Drive
Kalamazoo, MI 49009-8070
Attn: Mortgage Payoffs

Funds not wired must include per diem interest to allow for mail or delivery time. (Funds submitted to any other address could delay Payoff, causing additional interest to accrue.)

If you have any questions about wiring or remitting the Payoff funds, please contact us at 1.800.781.7399.

SEE ATTACHED INSTRUCTION SHEET

NOTE: If this property is being sold, please provide us with a valid mailing address for the seller (our customer).

XP001 133 90N



OneWest Bank

One West Bank, FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

Important Instructions! Please Read!

800 781 7399 Tel
269 353 2460 International Callers

Payoff Funds:

Personal check will NOT be accepted for payoff balance. We reserve the right to correct any error or omission in payoff quotes. To ensure your payoff figures have not changed since your payoff statement was issued YOU MUST obtain a verbal verification 24 hours prior to submitting funds. Payoff funds must be sufficient for payoff on the business date received at IndyMac Mortgage Services Payoff Department. (By 5 PM Eastern Time, Monday - Friday). If payoff funds are not sufficient for payment in full, the amount needed will be taken from escrow if available. If funds are not available, the payoff will not be processed until we receive the full payoff balance.

Wire Funds to:

JP Morgan Chase (Dallas, Texas)
ABA Routing #111000614
Account #0639262971

When wiring funds for payoff, please reference our loan number and borrowers name(s) and provide a contact name, phone number and address. This will enable us to contact you promptly in the event the payoff funds are not sufficient to pay the loan in full.

Payments that are not remitted in accordance with the foregoing instructions shall not be considered proper tender of consideration. IndyMac Bank reserves the right to refuse processing of any payment not made in accordance with these instructions.

Cooperative Loans:

For payoff of a Cooperative loan, other means of information are required. If this is a Cooperative loan you need to inform us by contacting 1-800-781-7399 ext. 2470. A stock certificate and proprietary lease are involved and it is a lengthy process to get that information. Please provide two (2) to three (3) weeks notification. Thank you for your cooperation.

Escrow Accounts:

The escrow balance is subject to audit and may change due to payments or disbursements prior to payment in full. Any balance remaining in escrow will be refunded approximately three (3) weeks after payoff.

We will continue to disburse escrow/impound funds for the payment of taxes, insurance or PMI as bills become due, up to the date payoff funds are received. It is critical that you verify final payoff figures to obtain a correct escrow balance.

Taxes, Insurance, Year End Statements, Mortgage Release:

You should contact your taxing authority and insurance company to ensure that you receive future bills and verify payment status. Future payments will be your responsibility. We will notify the taxing authority and insurance company that we no longer have an interest in this property. (This does not apply if you are refinancing with IndyMac Mortgage Services.)

Please provide us with a forwarding address. To ensure proper delivery of your year-end statement, appropriate release documents, and escrow refund check (if applicable).



OneWest Bank

One West Bank, FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

Mortgage Payments:

Issuance of a payoff statement does NOT suspend the contract requirement to make mortgage payment when due. You are obligated to provide payment when due to avoid late fees. Payoff quotes and demands do not reflect late charges until they have been assessed. You must include assessed late fees with payoff funds. In the event a payment is made after the payoff statement is issued, do not stop payment on check. Any overpayment will be refunded to you approximately three (3) weeks after payoff with any escrow overage. 800-781-7399 Tel 269-353-2460 International Callers www.onewestbank.com

AUTOMATIC DRAFT - We must be notified 6 days prior to payment draft date to stopdrafting, if you intend to pay the loan off before your scheduled draft date.

For further assistance you may contact IndyMac Mortgage Services at 1-800-781-7399. Representatives are available to assist you from 3:00 AM to 9:00PM Eastern Time, Monday through Friday.



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Signed: February 01, 2010

SO ORDERED



James F. Schneider
JAMES F. SCHNEIDER
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at Baltimore**

In Re:
Cynthia D. Cotton

*
* Case No. 09-24946-JS
* Chapter 13
*
*

Debtor(s)

*

ORDER OVERRULING OBJECTION TO CLAIM

Upon consideration of the objection filed by Cynthia D. Cotton, Debtor to the claim of OneWest Bank, FSB and the response thereto, and it appearing that there are insufficient grounds for the objection, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the objection to the claim described above is hereby overruled, and said claim of \$172,426.72 is allowed.

cc: Attorney for Objecting Party - Edward C. Christman, Jr.
Trustee- Gerard R. Vetter
Claimant -
Claimant's Attorney -

Claims-10.2 -- 9/4/97

End of Order